

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J.S. EDWARDS
FRANCES L. TURNE
ASSISTANT SECRET
DIRECT DIAL NUMBER
312/454-6535

August 13, 1981

File No. A-8774

RECORDATION NO. 7417 A Filed 1425

AUG 14 1981 9 52 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Release and Bill of Sale dated as of July 22, 1981 for equipment under Conditional Sale Agreement dated February 22, 1974 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of February 22, 1974 between North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 7417.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data.

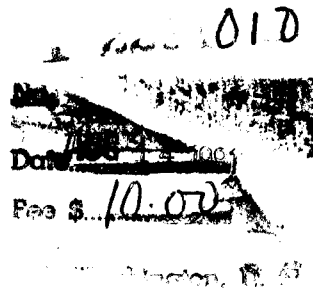
This is a Final Release!

Sincerely,

J. S. Edwards
Assistant Secretary

JSE/baf
Encl.

cc: R. D. Smith
G. R. Charles A-194
R. R. DeWitt
D. E. Stockham
R. F. Guenther
J. E. Linderkamp



AUG 14 9 47 AM '81

Interstate Commerce Commission
Washington, D.C. 20423

8/14/81

OFFICE OF THE SECRETARY

J.S. Edwards
Assist. Secretary
Chicago & NorthWestern Transp. Co.
400 West Madison St
Chicago, Illinois 60606

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/14/81** at **9:55am**, and assigned re-
recording number(s). **7417-A Released**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RELEASE AND BILL OF SALE AUG 14 1981-9 51 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of February 22, 1974, between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and Railroad agreed to buy 18 units of Miscellaneous Equipment and 21 50-ton Steel Box Cars described on Schedule A attached to the Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of February 22, 1974, between NORTH WESTERN LEASING COMPANY (hereinafter called the "Assignor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Assignor assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Assignment and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officers, this 22nd day of July, A.D. 1981.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 


(Seal)


ATTEST:


Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22nd day of July 1981, before
me personally appeared Peter D. Horne and
Joan M. Ploetz to me personally known, who,
being by me duly sworn, says that they are, respectively, a
Vice President and a Banking Officer of CONTINENTAL ILLINOIS
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation,
that the seal affixed to the foregoing instrument is the
corporate seal of said corporation; that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.



Notary Public 
231 SOUTH LA SAL
CHICAGO, ILLINO

MY COMMISSION EXPIRES FEBRUARY 14, 1984
My Commission Expires _____

(NOTARIAL SEAL)